

EXHIBIT A

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

SEPTEMBER 2022

000622

E-Filed Number 2209013340

PLAINTIFF'S NAME ANTHONY FAIRMAN		DEFENDANT'S NAME RYDER TRUCK RENTAL	
PLAINTIFF'S ADDRESS 1111 MEADOWS DRIVE WILLIAMSTOWN NJ 08094		DEFENDANT'S ADDRESS 1450 WARFIELD STREET PHILADELPHIA PA 19146	
PLAINTIFF'S NAME		DEFENDANT'S NAME RYDER TRUCK RENTAL, LT	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS C/O CORPORATE CREATIONS NETWOR 1001 STATE STREET #1400 ERIE PA 16501	
PLAINTIFF'S NAME		DEFENDANT'S NAME RYDER TRUCK RENTAL, INC.	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS C/O CORPORATE CREATIONS NETWOR 1001 STATE STREET #1400 ERIE PA 16501	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 3	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other:	<input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival	
CASE TYPE AND CODE 2P - PRODUCT LIABILITY			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED PRO PROTHY SEP 08 2022 I. LOWELL	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: ANTHONY FAIRMAN		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
Papers may be served at the address set forth below.			
NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY CRAIG A. FALCONE		ADDRESS SACCHETTA & FALCONE 308 EAST SECOND STREET MEDIA PA 19063	
PHONE NUMBER (610) 891-2797	FAX NUMBER (610) 891-8421	E-MAIL ADDRESS caf@sacchettafalcone.com	
SUPREME COURT IDENTIFICATION NO. 90730		DATE SUBMITTED Thursday, September 08, 2022, 12:48 pm	
SIGNATURE OF FILING ATTORNEY OR PARTY CRAIG FALCONE		FINAL COPY (Approved by the Prothonotary Clerk)	

CRAIG A. FALCONE, ESQUIRE
 Attorney I.D. No. 90730
 SACCHETTA & FALCONE
 308 East Second Street
 Media, PA 19063
 (610) 891-2797

This is not an arbitration matter. If a hearing is demanded, an assessment of the merits of the case is required. An assessment of the merits of the case is required. An assessment of the merits of the case is required.



Attorney for plaintiff

ANTHONY FAIRMAN
 1111 Meadows Drive
 Williamstown, NJ 08094

Plaintiff

v.

RYDER TRUCK RENTAL
 1450 Warfield Street

Philadelphia, PA 19146

and

RYDER TRUCK RENTAL, LT
 c/o Corporate Creations Network Inc.
 1001 State Street #1400
 Erie, PA 16501

and

RYDER TRUCK RENTAL, INC.
 c/o Corporate Creations Network Inc.
 1001 State Street #1400
 Erie, PA 16501

Defendants

COURT OF COMMON PLEAS
 PHILADELPHIA COUNTY, PA
 CIVIL ACTION - LAW

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas on las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**AGENCIES THAT MAY OFFER LEGAL SERVICES TO
ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

Philadelphia County Bar Association
Lawyers Referral and Information Service
1 Reading Center
Philadelphia, PA 19107
[215] 238-1701

Asociacion De Licenciados De Filadelfia
Servicio De Referencia E Informacion Lega
One Reading Center
Filadelfia, Pennsylvania 19107
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CRAIG A. FALCONE, ESQUIRE
Attorney I.D. No. 90730
SACCHETTA & FALCONE
308 East Second Street
Media, PA 19063
(610) 891-2797

*This is not an arbitration matter. Jury trial
is demanded. An assessment of damages
hearing is not required.*

Attorney for plaintiff

ANTHONY FAIRMAN 1111 Meadows Drive Williamstown, NJ 08094	:	COURT OF COMMON PLEAS PHILADELPHIA COUNTY, PA CIVIL ACTION - LAW
	:	
Plaintiff	:	
v.	:	
	:	
RYDER TRUCK RENTAL 1450 Warfield Street Philadelphia, PA 19146	:	
and	:	
RYDER TRUCK RENTAL, LT c/o Corporate Creations Network Inc. 1001 State Street #1400 Erie, PA 16501	:	
and	:	
RYDER TRUCK RENTAL, INC. c/o Corporate Creations Network Inc. 1001 State Street #1400 Erie, PA 16501	:	
Defendants	:	

PLAINTIFF'S COMPLAINT

AND NOW, comes the plaintiff, Anthony Fairman, by and through his attorney, Craig A. Falcone, Esquire, and avers as follows:

1. Plaintiff, Anthony Fairman, is an adult individual residing at 1111 Meadows Drive, Williamstown, NJ 08094.
2. Defendant, Ryder Truck Rental, is, upon information and belief, a corporation, partnership, sole proprietorship, unincorporated association or other legal entity existing under the laws of the State of Pennsylvania with a place of business located at 1450 Warfield Street,

Philadelphia, PA 19146. Defendant, Ryder Truck Rental, regularly conducts business in Philadelphia County.

3. Defendant, Ryder Truck Rental, LT, is, upon information and belief, a corporation, partnership, sole proprietorship, unincorporated association or other legal entity existing under the laws of the State of Pennsylvania with a place of business located at c/o Corporate Creations Network Inc., 1001 State Street #1400, Erie, PA 16501. Defendant, Ryder Truck Rental, LT, regularly conducts business in Philadelphia County.
4. Defendant, Ryder Truck Rental, Inc., is, upon information and belief, a corporation, partnership, sole proprietorship, unincorporated association or other legal entity existing under the laws of the State of Pennsylvania with a place of business located at c/o Corporate Creations Network Inc., 1001 State Street #1400, Erie, PA 16501. Defendant, Ryder Truck Rental, Inc., regularly conducts business in Philadelphia County.
5. On or about March 28, 2021, plaintiff, Anthony Fairman, was unloading a delivery truck when he was caused to fall as a result of a dangerous and defective condition of the delivery truck.
6. On the aforementioned date, plaintiff was injured while using a defective bumper on a Samuel & Sons Seafood truck, sold, designed, marketed, manufactured, leased and/or assembled by defendants, which was defective and failed to conform to proper standards resulting in severe injury to plaintiff.
7. At all relevant times thereto, Defendants were responsible for the inspection, repair and maintenance of the vehicle involved in the incident.
8. At all relevant times thereto, Defendants were responsible for owning, possessing, maintaining and controlling the vehicle involved in the incident.

9. The accident was caused by the negligence of defendants and each of them, and plaintiff brings this action to recover against them jointly and severally.

COUNT I

Plaintiff, Anthony Fairman v. All Defendants

NEGLIGENCE

10. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.
11. The incident and resulting injuries to plaintiff were caused by the negligence of defendants, acting by and through their agents, servants, workmen and employees.
12. Such negligence and carelessness consisted of the following:
 - (a) failing to properly manufacture, assemble, lease, sell, maintain, repair or inspect the truck;
 - (b) designing or utilizing defective designs and/or procedures for the manufacture, assembly, lease and sale of the truck;
 - (c) manufacturing, assembling, leasing, selling, maintaining, repairing or inspecting the truck and/or its component parts which they knew, or should have known, was in a defective condition;
 - (d) ignoring evidence and facts about the dangerous conditions of the bumper/step when used in a reasonably foreseeable manner;
 - (e) allowing the truck to be sold/leased in a defective condition;
 - (f) failing to properly equip the bumper/step with appropriate safety devices to permit it to be used safely;
 - (g) failing to offer devices or products so as to make the bumper/step safe for

use;

(h) failing to inspect and remediate a dangerous and defective bumper/step and its use;

(i) failing to adequately inform or warn purchasers or ultimate users of the bumper/step as to the proper procedures for maintaining the bumper/step;

(j) failing to adequately inform or warn purchasers or ultimate users of the bumper/step as to the proper procedures for repairing the bumper/step;

(k) failing to warn the user of the bumper/step of its inherent design defects;

(l) failing to warn about the hazards and dangers associated with the bumper/step;

(m) failing to properly manufacture the bumper/step;

(n) placing its product in the stream of commerce when they knew it would not operate within the consumer's expectation;

(o) placing its product in the stream of commerce when they knew as designed posed a risk that outweighed the utility of the product;

(p) failing to inspect the bumper/step properly prior to sale, rental or lease;

and

(q) failing to properly manufacture, design and/or sell the bumper/step with appropriate safety features;

(r) failing to discover the bumper/step defective condition and/or design;

(s) designing, manufacturing, assembling, installing, and/or selling, the

bumper/step in conjunction with its component parts which they knew or should have known, was in a defective condition.

- (t) creating a dangerous and/or defective condition of the bumper/step;
 - (u) failing to properly inspect, maintain and repair the bumper/step in a safe condition; and
 - (v) Defendants were otherwise negligent under the circumstances.
13. The injuries and damage to plaintiff were caused by the negligence of the agents, employees and/or servants of defendants.
14. Solely as a result of the negligence of the defendants, plaintiff was caused to suffer various physical injuries, including, but not limited to, injuries to his neck and back, requiring surgery.
15. As a direct result of the aforesaid incident, plaintiff suffered severe shock to his nervous system, great physical pain and mental anguish, all of which may continue for an indefinite period of time in the future.
16. As a result of his injuries, plaintiff has undergone in the past and will in the future continue to undergo great pain and suffering.
17. As a result of his injuries, plaintiff has suffered a permanent disability and permanent impairment of his earning power and capacity.
18. As a result of his injuries, plaintiff has suffered a permanent diminution of his ability to enjoy life and life's pleasures.
19. As a result of his injuries, plaintiff has been forced to incur and may in the future incur medical expenses and income loss.
20. As a result of his injuries, plaintiff has incurred and will in the future incur unreimbursed wage losses.
21. As a direct result of the injury, plaintiff has been prevented from attending to his

usual duties and obligations, and believes that he may be prevented from so doing in the future, as his injuries seem to be permanent in nature.

WHEREFORE, plaintiff demands judgment against defendants, joint and severally, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars, and in an amount in excess of the amount requiring compulsory arbitration.

COUNT II

Plaintiff, Anthony Fairman v. All Defendants

PRODUCTS LIABILITY UNDER RESTATEMENT OF TORTS (SECOND), §402(A) AND PENNSYLVANIA INTERPRETIVE COMMON LAW

22. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.
23. The injuries and damages suffered by plaintiff were directly and proximately caused by the defective condition of the bumper/step at issue, either by virtue of its defective design, defective manufacture, or defendants' failure to adequately warn of the dangers of the product, for which defendants are strictly liable to plaintiff.
24. The defective bumper/step involved in the accident described above was defective for its foreseeable use and purpose.
25. The injuries and damages suffered by plaintiff were directly and proximately caused by the defective design, manufacture or failure to warn or adequately warn of the dangers associated with the defective bumper/step involved in the accident.
26. The injuries and damages suffered by plaintiff were directly and proximately caused by the failure of defendants placing its product in the stream of commerce when they knew as designed posed a risk that outweighed the utility of the product, and placing its product in the stream of commerce when they knew it would not operate within the consumer's

expectation.

WHEREFORE, plaintiff demands judgment against defendants, joint and severally, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars, and in an amount in excess of the amount requiring compulsory arbitration.

COUNT III

Plaintiff, Anthony Fairman v. All Defendants


BREACH OF WARRANTY

27. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.
28. At the time that they sold the defective bumper/step at issue and/or its component parts, defendants were in the business of manufacturing and marketing bumper/step and/or their component parts and were, with respect to this bumper/step and/or its component parts, a “merchant” within the meaning of Article II of the Pennsylvania Uniform Commercial Code.
29. The injuries and damages sustained by plaintiff were caused by a breach of the implied warranty of merchantability extended to plaintiff by defendants in connection with its sale/lease of the defective bumper/step and/or its component parts.
30. Defendants impliedly warranted that the bumper/step was of merchantable quality and was fit for the purpose and use for which it was intended.
31. Plaintiff relied on the manufactured implied warranty of merchantability and fitness when purchasing said product.
32. By reason of the defective condition aforementioned, the bumper/step was not of merchantable quality and was not fit for their intended use.
33. Defendants breached the implied warranty of fitness and/or merchantability with

respect to the bumper/step by designing, manufacturing, selling, and/or leasing it in a condition which was unsuitable for the uses it would ordinarily and foreseeably be put.

WHEREFORE, plaintiff demands judgment against defendants, jointly and severally, in an amount in excess of Fifty Thousand (\$50,000) Dollars, and in an amount in excess of the amount requiring compulsory arbitration.

SACCHETTA & FALCONE



By:

CRAIG A. FALCONE, ESQUIRE
Attorney for plaintiff

VERIFICATION

I hereby verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

ANTHONY FAIRMAN

SIGNATURE